

BOARD OF TRUSTEES of the PIPE FITTERS	)	
RETIREMENT FUND, LOCAL 597;	)	
BOARD OF TRUSTEES of the PIPE FITTERS	)	CIVIL ACTION
WELFARE FUND, LOCAL 597;	)	
BOARD OF TRUSTEES of the PIPE FITTERS	)	
TRAINING FUND, LOCAL 597;	)	
PIPE FITTERS ASSOCIATION, LOCAL 597; and	)	NO. 05 C 1910
BOARD OF TRUSTEES of the CHICAGO AREA	)	
CONTRACTING INDUSTRY IMPROVEMENT	)	
TRUST,	)	JUDGE: GUZMAN
	)	
Plaintiffs,	)	
	)	MAGISTRATE JUDGE: KEYS
vs.	)	
	)	
3-D INDUSTRIES, INC.,	)	
	)	
Defendant.	)	

NOW COME the Plaintiffs, Board of Trustees of the Pipe Fitters' Retirement Fund, Local 597, Board of Trustees of the Pipe Fitters' Welfare Fund, Local 597, Board of Trustees of the Pipe Fitters' Training Fund, Local 597 (hereinafter referred to as "TRUST FUNDS"), Board of Trustees of the Chicago Area Contracting Industry Improvement Trust (hereinafter referred to as "INDUSTRY FUND"), and Pipe Fitters' Association, Local 597 (hereinafter referred to as "UNION"), by and through their attorneys, Johnson & Krol LLC, and move this Court to reinstate this matter and enter judgment against Defendant 3-D INDUSTRIES, INC, (hereinafter referred to as "3-D"), and in support states as follows:

1. On January 10, 2006, Defendant entered into a Settlement Agreement for \$385,010.67 representing a period of delinquency from January, 2004 through May 31, 2005.
2. On or about January of 2006, this Honorable Court entered an Agreed Order in the above captioned matter reserving jurisdiction, a copy of which is attached hereto as Group Exhibit 1. This Agreed Order incorporated the parties' Settlement Agreement by reference and was attached to the Agreed Order as Exhibit A.
3. The Settlement Agreement required Defendant 3-D to make one payment of \$60,000.00 on January 10, 2006, followed by seventy-two (72) monthly payments of \$5,493.66 at an interest rate of 6.75% commencing on February 1, 2006.
4. The Defendant is currently in default on the January 10, 2006 Settlement Agreement, as the Defendant is delinquent in making settlement payments.
5. The Defendant has not cured the current delinquency and still owes the Plaintiffs approximately \$381,894.62, representing unpaid principal due under the Settlement Agreement payments, \$55,510.99 in liquidated damages and \$86,264.92 in interest.
6. The Settlement Agreement further specifies that if Defendant 3-D fails to make any payment when due or fails to perform any other term or condition of the agreement, the UNION, TRUST FUNDS and/or INDUSTRY FUND may declare all unpaid amounts under the agreement immediately due and payable with interest. (See ¶ 3, Group Exhibit 1(A)).
7. Subsequent to entering into the Settlement Agreement, Defendant 3-D failed to submit any Settlement payments for the period of May of 2006 through February of 2007.

8. Pursuant the Agreed Order entered in January of 2006 (attached hereto as Exhibit 1), the parties agreed:

“That the parties in this matter have reached a Settlement, and hereby stipulate to the dismissal of the above-captioned matter, reserving jurisdiction in this Court to reinstate proceedings to enforce the terms of the Settlement Agreement, incorporated hereto as Exhibit A.”

9. The Agreed Order (Exhibit 1) further provides in relevant part:

“This Court shall dismiss the above-captioned matter, but retain jurisdiction over the subject matter herein and of the parties hereto, granting Plaintiffs leave to reinstate proceedings to enforce the terms of the Settlement Agreement not later than January 31, 2012.

10. Because Defendants have failed to submit timely settlement payments pursuant to the Settlement Agreement, Defendant 3-D is in default of the Settlement Agreement upon which the Agreed Order is based.

11. Concurrent with the filing of this Motion, Plaintiffs served Defendant 3-D with a letter via first class mail, which summarizes the legal and factual grounds for this Motion.

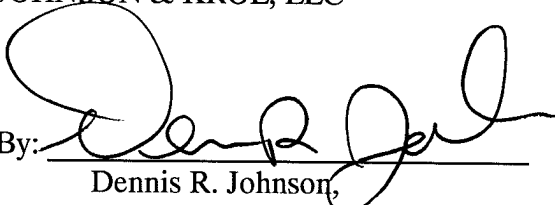
12. A Draft Judgment Order is attached hereto as Exhibit 2.

**WHEREFORE**, the Plaintiffs pray that the above-captioned matter be reinstated and for entry of a Judgment in favor of the Plaintiffs, and against the Defendant 3-D as follows:

- A. That Defendant 3-D be Ordered to pay the Plaintiffs \$381,894.62, the full amount of the unpaid principal, liquidated damages and interest due under the Settlement Agreement entered into on January 10, 2006;
- B. That Defendant 3-D be Ordered to pay Plaintiffs' reasonable attorneys' fees and costs.
- C. And any further relief as this Honorable Court deems just.

Respectfully submitted,

JOHNSON & KROL, LLC

By:   
Dennis R. Johnson,  
One of Plaintiffs Attorneys

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